

|   |  |   |
|---|--|---|
| DEAL # 248113   | MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT<br>SIMPLE FINANCE CHARGE |   |
| Dealer Number _____ Contract Number _____   |  |   |
| BUYER ERIC PATTERSON<br>ADDRESS 3923 LAUDERWOOD LN<br>CITY KATY STATE TX ZIP 77449<br>PHONE (801)326-7569 |  | SELLER/CREDITOR WESTSIDE CHEVROLET, INC<br>ADDRESS 23001 KATY FREEWAY<br>CITY KATY STATE TX ZIP 77450<br>PHONE 281-392-3200 |

|                                  |
|----------------------------------|
| CO-BUYER N/A                     |
| ADDRESS _____                    |
| CITY _____ STATE _____ ZIP _____ |
| PHONE _____                      |

The Buyer is referred to as "you" or "your". The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

**PROPOSED TO PAY:** The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

**VEHICLE IDENTIFICATION**

|           |                |               |   |  |
|-----------|----------------|---------------|---|--|
| YEAR 2012 | MAKE CHEVROLET | MODEL EQUINOX | VEHICLE IDENTIFICATION NUMBER 2GNFL0E51C6256194 | <input checked="" type="checkbox"/> NEW<br><input type="checkbox"/> DEMONSTRATOR<br><input type="checkbox"/> FACTORY<br><input type="checkbox"/> OFFICIAL/EXECUTIVE<br><input type="checkbox"/> USED |
|-----------|----------------|---------------|---|--|

Trade-in: Make N/A Model N/A  
Year N/A VIN N/A License No. N/A

|   |   |  |   |   |
|---|---|--|---|---|
| FEDERAL TRUTH-IN-LENDING DISCLOSURES                                |   |  |   |   |
| ANNUAL PERCENTAGE RATE<br>The cost of your credit as a yearly rate. | FINANCIAL CHARGE<br>The dollar amount the credit will cost you. | Amount Financed<br>The amount of credit provided to you. | Total of Payments<br>The amount you will pay for the credit, including your down payment of | Total Sale Price<br>The total cost of your vehicle. |
| 4.90 %  | \$ 3893.95  | \$ 24924.77  | \$ 28818.72   | \$ 34568.72   |

Your Payment Schedule Will Be:  
Number of Payments \_\_\_\_\_ Amount of Payments \_\_\_\_\_ When Payments Are Due  
72 \$ 400.26 Monthly beginning 04/26/2012  
Or as follows \_\_\_\_\_

Late Charge: If you do not receive your next payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.

Prepayment: If you pay all that you owe early, you will not have to pay a penalty.

Security Interest: We will have a security interest in the vehicle being purchased.

Additional Information: See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

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|--|--|--|--|--|
| ITEMIZATION OF AMOUNT FINANCED   |  |  |  |  |
| 1 Cash Price (including any accessories, options, taxes, <b>SALES TAX</b> 3640.63 N/A \$ N/A<br>N/A \$ N/A and N/A \$ N/A) \$ 28970.13 (1)   |  |  |  |  |
| 2 Total down payment = (If negative, enter '0' and see line 4A below)  |  |  |  |  |
| Gross Total<br>- Pay Off Made By Seller \$ N/A<br>- Net Trade In \$ N/A<br>- Cash \$ 5000.00<br>- Mrs. Rebate \$ 750.00<br>+ Other (describe) \$ N/A<br>Total Down Payment \$ 5750.00 (2)  |  |  |  |  |
| 3 Unpaid Balance of Cash Price (1 minus 2) \$ 23220.13 (3)   |  |  |  |  |
| 4 Other Charges including Amounts Paid to Others on Your Behalf<br>(Seller may keep part of these amounts):<br>A Net trade-in payoff to N/A \$ 0.00<br>B Cost of Optional Credit Insurance Paid to Insurance Company or Companies<br>LIC \$ N/A<br>Disability \$ N/A<br>C Other Optional Insurance Paid to Insurance Company or Companies \$ 419.00<br>D Official Fees Paid to Government Agencies<br>1 to N/A to N/A \$ N/A<br>2 to N/A to N/A \$ N/A<br>3 to N/A to N/A \$ N/A<br>E Debt Cancellation Agreement Fee Paid to the Seller \$ N/A<br>F Dealer's Inventory Tax (If Not Included in Cash Price) \$ 61.64<br>G Sales Tax (If Not Included in Cash Price) \$ N/A<br>H Other Taxes (If Not Included in Cash Price) \$ N/A<br>I Government License and/or Registration Fees<br>LIC_FEE \$ 69.25<br>J Government Certificate of Title Fees \$ 33.00<br>K Government Vehicle Inspection Fees \$ 21.75<br>L Deputy Service Fee Paid to Dealer \$ 5.00<br>M Documentary Fee (Cargo Document) \$ 125.00 |  |  |  |  |
| A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE REQUIRED BY BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.  |  |  |  |  |
| UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRÁ CORRERSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACIÓN EL RELACIÓN CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACIÓN SE EXIGE POR LEY.  |  |  |  |  |
| N Other Charges (Seller must identify who is paid and describe purpose):<br>to State for Plate Transfer Fee \$ N/A<br>N/A for N/A \$ N/A<br>Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1704.64 (4)<br>5 Amount Financed (3 + 4) \$ 24924.77 (5)  |  |  |  |  |

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|--|--|--|--|--|
| CONSUMER CREDIT COMMISSIONER NOTICE  |  |  |  |  |
| To contact ALLY FINANCIAL about this account, call 8774369114. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; www.occc.state.tx.us, and can be contacted relative to any inquiries or complaints. |  |  |  |  |

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer *Eric Patterson* Co-Buyer X N/A  
See back for other important agreements.

**CONSUMER WARNING:** Notice to the buyer—Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. The law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

**BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT:** YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

Buyer Signs *Eric Patterson* 03/27/12 Co-Buyer Signs X N/A Date  
Co-Buyer and Other Owner — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.  
Other owner signs here X Date Address \_\_\_\_\_  
Seller signs here *WESTSIDE CHEVROLET, INC* 03/27/12 By *AD* Title *EE*  
THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

|   |  |  |   |  |   |  |
|---|--|--|---|--|---|--|
| Seller assigns its interest in this contract to ALLY FINANCIAL (Assignee) under the terms of Seller's agreements with Assignee. |  |  |   |  |   |  |
| <input type="checkbox"/> Assigned with recourse<br>WESTSIDE CHEVROLET, INC<br>Seller _____ By _____ Title _____                 |  |  | <input checked="" type="checkbox"/> Assigned without recourse<br>By _____ Title _____ |  | <input type="checkbox"/> Assigned with limited recourse |  |

LMW FORM NO. 55-TX-212 - 10-07-07  
©2012 The Ford Motor and Reynolds Company, LLC. ORDER: www.reynolds.com 1-800-344-0996, fax 1-800-331-9500  
FEDERAL AND STATE EXEMPTIONS ARE NOT PROVIDED AS PART OF THIS FORM. THIS FORM IS NOT A LEGAL DOCUMENT.

ORIGINAL LIENHOLDER

## OTHER TERMS AND CONDITIONS

## 1. FINANCE CHARGE AND PAYMENTS

- a. HOW WE FIGURE THE FINANCE CHARGE. We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 17.65% of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
- b. HOW WE WILL APPLY YOUR PAYMENTS. We will apply your payments in the following order:
  - 1. earned but unpaid finance charge; and
  - 2. anything else you owe under this agreement.
- c. HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY. We base the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in full or leave the correct amount, you will have to pay more Finance Charge. If there is a late payment, the last payment will be the final scheduled payment, or at our option, you will have to pay the payment of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. INTEREST AFTER MATURITY. If you do not pay all you owe when the final payment becomes due, or you do not pay all you owe if we demand payment in full under this contract, you will pay an interest charge on the amount that is still unpaid. That interest charge will be the higher rate of 18% per year or the maximum rate allowed by law, if that rate is higher. The interest charge for this amount will begin the day after the final payment becomes due.
- e. TRANSFER OF RIGHTS. We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.
- f. SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS. A balloon payment is a scheduled payment more than one month apart from the average scheduled payment. The balloon payment is due before the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

## 2. YOUR OTHER PROMISES TO US

- a. USE AND TRANSFER OF THE VEHICLE. You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (SSO for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less; the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
- b. CARE OF THE VEHICLE. You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be sold or placed in jeopardy of use if a third party takes a lien or claim against or possession of the vehicle. If destroyed, if a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
- c. SECURITY INTEREST. To secure what you owe on this contract and all your promises in it, you give us a security interest in:
  - 1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
  - 2. All insurance proceeds and other proceeds received for the vehicle;
  - 3. Any insurance policy, service contract or other contract financed by us using any proceeds of those contracts; and
  - 4. Any other form of charges included in this contract for insurance, or service contracts.
- This security interest also occurs any extension or modification of this contract. The certificate of title must show our security interest in the vehicle.
- d. AGREEMENT TO KEEP VEHICLE INSURED. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle.
- e. OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED. If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our records.
- f. PHYSICAL DAMAGE INSURANCE PROCEEDS. You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under the contract. If we apply insurance proceeds to the amount you owe, then will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

Form No. 553-TX 2/12

- g. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES. If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.
- h. APPLICATION OF CREDITS. Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and any finance charge or interest on the credit will be applied to your payments in the reverse order of when they are due.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. LATE PAYMENT CHARGE. You will pay us a late charge as agreed to in this contract when it accrues.
- b. DEFAULT. You will be in default if:
  - 1. You do not pay any amount when it is due;
  - 2. You give false, incomplete, or misleading information on a credit application;
  - 3. You file bankruptcy, bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
  - 4. You allow a judgment to be entered against you or the collateral; or
  - 5. You break any of your promises in this agreement.
- c. OUR RIGHT TO DEMAND PAYMENT IN FULL. If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all you owe under this contract. We can have you pay what we are demanding in a timely and satisfactory manner at all that you owe.
- d. REPOSSESSION. If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.
- e. YOUR RIGHT TO REDEEM. If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.

- f. DISPOSITION OF THE VEHICLE. If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. We will tell you how much to pay if we sell it. We can keep the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take and sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.
- g. COLLECTION COSTS. If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaining, holding, and selling the vehicle as the applicable law allows.

- h. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS. This contract may contain charges for insurance or service contracts. You may cancel the insurance or service contract if you provide that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. INTEGRITY AND SEVERABILITY CLAUSE

- This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle, if any part of this contract is not valid, all other parts stay valid.

## 5. LEGAL LIMITATIONS ON OUR RIGHTS

- If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all our other acts.

## 6. SELLER'S DISCLAIMER OF WARRANTIES

- Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

- 7. USED CAR BUYERS GUIDE. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

## 8. APPLICABLE LAW

- Federal and Texas law apply to this contract.